

3-0133  
65-02

Firemen's Contract

#### PREAMBLE

This Agreement, made and entered into, this 2nd day of April 1973, between the City of Cape May, hereinafter referred to as the City and Local #36 of the Firemen's Mutual Benevolent Association, hereinafter referred to as Local #36 FMBA.

#### INTRODUCTORY STATEMENT

The within Agreement is made to effectuate the policy of Chapter 303 of the 1968 Laws of New Jersey, R.S. Com. Suppl. 34;13A-1, et seq. (hereinafter "Ch. 303") and to formalize agreements reached through negotiations conducted in good faith between the City and Local #36 FMBA with respect to grievances and terms and conditions of employment.

#### WITNESSETH:

Whereas, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Local to the end that continuous and efficient service shall be rendered to any by both parties, for the benefit of both;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### ARTICLE 1

##### RECOGNITION

Section 1-1 The City hereby recognizes Local #36 FMBA as the sole and exclusive representative of all uniformed paid employees (except the Captain) in the Fire Department of the City of Cape May, for the purpose of bargaining with respect to rates of pay, wages, hours of work, safety and working conditions.

#### ARTICLE 2

Section 1-1 The City hereby agrees that all conditions of employment relating to wages, hours of work and overtime presently in effect for the Firemen covered herein shall be improved wherever specific provisions for improvement are made in this agreement.

ARTICLE 3

Section 1-1 Authorized representatives of the FMBA Local #36 shall be allowed to visit fire headquarters, fire stations, and the Fire Director's office for the purpose of ascertaining whether or not this agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representatives shall notify the Department Head or, in his absence, his authorized representative. He shall not interfere with the normal conduct of work within the Department.

Section 1-2 The employer agrees to grant the necessary time off, not to exceed one (1) week, without discrimination to any employee designated by the FMBA Local #36 to attend State and International meetings or the conventions or to serve in any capacity on other official FMBA business provided 48 hours written notice is given to the City Manager by the FMBA. No more than two employees shall be granted time off at any one time.

ARTICLE 4

Section 1-1 Nothing contained herein shall be construed to deny or restrict any paid fireman such rights as he may have under any other applicable laws or regulations.

Section 1-2 If any provision of this agreement or any application of this agreement to any employee or group of employees is contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE 5

LEAVE OF ABSENCE

Section 1-1 A leave of absence without pay may be granted for a good cause to any employee for a period of six months. This is to be at the discretion of the City Manager. The City Manager shall consult with the Commanding Officer before granting leave. The leave may be extended for an additional six months.

ARTICLE 6

VACATIONS

Section 1-1 Annual vacations shall be granted as follows:

Up to the end of the first calendar year, (1) one calendar week; two years, (2) two calendar weeks; three to five years, (3) three calendar weeks; six to ten years, (4) four calendar weeks; eleven to fifteen years (5) five calendar weeks; sixteen years to retirement, (6) six calendar weeks.

Section 1-2 Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE 7

Section 1-1 The present work week shall remain as is; one 24 hour duty day commencing at 8 a.m. and ending at 8 a.m. twenty-four (24) hours later, followed by a 48 hours off duty. Two weeks of the foregoing schedule the fireman shall work 48 hours and then one week he shall work 72 hours. All hours worked beyond 56 hours in a three (3) week cycle shall be considered overtime.

OVERTIME PAY

Overtime pay delineated as being time worked as required above and beyond the normal work schedule as outlined in Article 7, Section 1-1 shall be paid at the straight time hourly rate for the number of hours actually worked. Overtime pay shall be paid in the pay period falling on each calendar quarter.

Section 1-2 For the purpose of calculating overtime the first 15 minutes of any hour shall constitute a full hour.

Section 1-3 If an employee is called to duty on his day off he shall be paid for all hours worked and shall be guaranteed a minimum of four hours compensation at straight time rates.

ARTICLE 8

HOLIDAYS

Section 1-1 Employees shall receive 13 paid Holidays to be compensated in accordance with the attached schedule. In addition they shall receive (2) two personal days off with pay, neither of which shall be a Legal Holiday.

ARTICLE 9

SICK LEAVE

Section 1-1 If an employee is injured in the line of duty and unable to work, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the employee's own Doctor. Such payment shall be discontinued when an employee is placed on disability pension.

Section 1-2 Employees shall be granted 15 sick days leave per year which shall be accumulative from year to year and shall be unlimited. Employees shall not be required to provide the City with a doctor's note until the beginning of the fourth day. Whenever the City reasonably believes that an employee is malingering, the City shall have the right to require a doctor's note earlier than the fourth day. The burden of proof shall be upon the City to establish that it had reasonable cause to believe that said employee was malingering.

ARTICLE 10

INSURANCE HEALTH AND WELFARE

Section 1. The City shall provide Blue Cross, Blue Shield, Rider J, and Major Medical Insurance for the employee and his family if applicable. The City shall have the right to change insurance carrier, so long as comparable benefits are provided.

Section 2. The City shall provide the employee with false arrest insurance as presently in effect.

Section 3. The City shall provide insurance coverage on employees in their personal vehicles when said vehicles are used in the scope of their employment.

Section 4. The City shall supply all members of the bargaining unit legal aid as provided by N.J.S.A. 40A:14-155 as amended.

ARTICLE 11

EXCHANGE OF DAYS OFF DUTY

The Fire Department may grant the request of any member of the Department to exchange hours, duties, or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request.

ARTICLE 12

CLOTHING ALLOWANCE

Section 1. The City shall continue to supply all uniforms and equipment and maintain same.

ARTICLE 13

TERMINAL LEAVE

Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of four calendar days for each calendar year of service. In addition to such leave the employee shall receive all vacation time which is due to the retiring employee.

ARTICLE 14

TIME OFF

Section 1. Employees shall be granted time off without deduction from pay or time owed for the following request:

a. Death in the immediate family, from the date of death to and including the day of the funeral.

b. Serious illness (including but not limited to childbirth) in the immediate family (not to exceed three (3) working days).

c. Immediate family shall consist of wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law, or any other person residing under your roof with the approval of the City Manager.

ARTICLE 15

MILITARY LEAVE

Section 1 Any employee called into the armed forces of the United States during a national emergency or drafted shall be given all the protection of applicable laws, leave of absence shall be granted.

Section 2 Employees who are presently subjected to existing Reserve Requirements of the U.S. Armed Forces or Reserve shall be covered by the Military Compensation agreement made in Section 1 above.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1 The purpose of the grievance procedure shall be to settle all grievances between the City and the employees as quickly as possible, so as to assure efficiency and promote employee's morale. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this agreement and may be raised by an individual, the Association or the City. All grievances shall be processed as follows:

1. They shall be discussed with the employee or employees involved, Ranking Officer of the Fire Department and representative of the Local #36. An answer shall be given within (7) seven days, if not satisfactory to the grievant it shall automatically proceed to step 2.

2. If the grievance is not settled to the satisfaction of the grievant in the above step, it shall be reduced to writing and submitted to the City Manager or any person designated by him. Within (5) five days the City Manager shall submit his reply in writing to the FMBA. If the grievant is not satisfied he may move the grievance to step 3.

3. If the grievance is not settled through Steps 1 and 2, either party may refer the matter to the Public Employees Relations Commission within (10) ten days after the determination

by the City Manager. An arbitrator shall be selected pursuant to the rules of The Public Employees Relations Commission. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Manager. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in the processing of the case to arbitration. The arbitrator shall be bound and governed by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any additional costs shall be paid by the party incurring same.

4. Nothing herein shall prevent any employee from processing his own grievance provided representatives of the FMBA shall be present at such hearings and provided further that no settlement with any such employee shall violate any terms of this agreement.

#### ARTICLE 17

##### UNSAFE VEHICLES AND DUTIES

1. The City shall repair unsafe vehicles immediately or remove same from service.

2. In addition to the firemens regular duties of extinguishment of fires, inspections, and fire prevention, he shall not be required to perform any police related jobs, except those related to or incidental to fire related duties.

#### ARTICLE 18

##### SALARIES

The Salary for firemen shall be as follows:

From the date of hire to the completion of 12 months

\$7500.00

Page 8. Salaries continued:

In his second year of service -	\$7900.00
In his third year of service	\$8300.00
In his fourth year and thereafter	\$8850.00
Lieutenant as of January 1, 1973	\$9,700.00

#### ARTICLE 19

##### LONGEVITY

In addition to salary, employees shall receive longevity pay to be computed at 2% of employee's base for every (5) five years of service to a maximum of 10%. Longevity pay shall be computed on full calendar years of continuous service.

#### ARTICLE 20

##### COURT TIME

Should it become necessary for a fireman to appear in court because of his employment with the City, he shall receive overtime pay from the City for the time spent in court on off duty hours.

#### ARTICLE 21

##### MANPOWER

No less than (3) three men shall be on duty at all times - this is response strength.

#### ARTICLE 22

##### MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and it's properties and facilities and the activities of it's employees;

2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions



for continued employment or assignment and to promote employees;

3. To suspend, demote, discharge or take other disciplinary action for the good and just cause, in accordance with the law.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the United States.

#### ARTICLE 23

##### NO STRIKE

a. The Local agrees that during the term of this Agreement neither the Local nor anyone acting in it's behalf will cause, authorize or support nor will any of the Local's members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employees duties of employment) work stoppage, walk out, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

b. In the event of a strike, slowdown, or walkout it is covenanted and agreed that participation in any such activity by any fireman covered by this Agreement shall be deemed grounds for termination of employment of such employee or employees subject however to the application of the Grievance Procedure contained elsewhere in this contract.

c. The Local will actively discourage and will take whatever affirmative steps that are necessary to prevent

or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

d. Nothing in this agreement shall be construed to limit or restrict the City in it's right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Local or it's members.

#### ARTICLE 24

##### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE 25

##### RULE CHANGES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative (LCOAL #36 FMBA) before they are established.

#### ARTICLE 26

##### DURATION

This Agreement shall be in full force and effect from January 1, 1973 until midnight December 31, 1974, excepting out for 1974 negotiations wages, hours and terminal leave only. Either party wishing to terminate, amend, or modify such Agreement must notify the other party in writing not more than 180 days nor less than 60 days prior to the expiration date of December 31, 1974. Within 15 days of the receipt of such notification by either party a conference shall be called

between the City and Local #36 for the purpose of such amendment, modification or termination.

In the event that the termination date of this Agreement passes without a subsequent Agreement being signed, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF: the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this second day of April, 1973.

FIREMENS MUTUAL BENEVOLENT ASSOCIATION  
LOCAL #36

By:

Amos H. Matthews

Attest:

Howard J. Kelly

City of Cape May  
Cape May County  
New Jersey

By:

Emm M. Manning  
Mayor

Attest:

John T. Gallagher  
Deputy City Clerk

NAME	TITLE	STARTING DATE	YEARS	1972 SALARY	1973 SALARY	1973 HOLIDAY PAY	1973 LONGEVITY PAY	TOTAL 1973	
RONALD F. ANDERSON	FIRE FIGHTER	6/22/71	2	6,188.00	7,900.00	845.52		8,745.52	
BRUCE E. BIEBER	FIRE FIGHTER	1/23/71	2	6,188.00	7,900.00	845.52		8,745.52	to 1/22/71
					8,300.00	889.20		9,189.20	from 1/23/71
HAZEL DICKEY	FIRE CAPTAIN	5/10/50	22	8,801.00	11,438.00		915.04 (8%)	12,353.04	
HOWARD J. KELLY	FIRE LIEUT.	1/11/62	10	7,943.00	9,700.00	1,038.96	388.00 (4%)	11,126.96	
THOMAS L. LEMMON, JR.	FIRE LIEUT.	9/1/50	22	7,943.00	9,700.00	1,038.96	776.00 (8%)	11,514.96	
JAMES MATTHEWS	FIRE FIGHTER	3/11/58	15	7,540.00	8,850.00	945.36	531.00 (6%)	10,326.36	
JAMES ANDERSON	FIRE FIGHTER	4/10/71	2	6,188.00	7,900.00	845.52		8,745.52	to 4/9/71
					8,300.00	889.20		9,189.20	from 4/10/71
RONALD J. CHAMBERS	FIRE FIGHTER	9/3/70	3	7,540.00	8,300.00	889.20		9,189.20	
ROBERT N. GRANT	FIRE FIGHTER	8/11/70	3	6,526.00	8,300.00	889.20		9,189.20	
HAROLD M. SCHIFFBAUER	FIRE FIGHTER	2/4/73		6,188.00	7,500.00	801.84		8,301.84	